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Attorneys for Plaintiff
Arminak Solutions LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ARMINAK SOLUTIONS, LLC, a California Limited Liability Company, Plaintiff, v. **7-ELEVEN, INC.**, a Texas Corporation; **PUGS HOLDING, LLC,** a Delaware Limited Liability Company; and DOES 1 through 30, inclusive, Defendants.	Case No. 2:17-cv-01820 **COMPLAINT FOR:** **1. BREACH OF CONTRACT** **2. BREACH OF CONTRACT** **3. PROMISSORY ESTOPPEL** **4. MISAPPROPRIATION OF TRADE SECRETS-DEFEND TRADE SECRETS ACT OF 2016 (18 U.S.C. SECTION 1836)** **5. MISAPPROPRIATION OF TRADE SECRETS-CALIFORNIA UNIFORM TRADE SECRETS ACT** **6. TRADEMARK INFRINGEMENT** **7. VIOLATION OF LANHAM ACT § 43(a)** **8. UNFAIR COMPETITION – CAL. BUS. & PROF. CODE §17200** **DEMAND FOR JURY TRIAL**

Plaintiff Arminak Solutions, LLC hereby complains and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 18 U.S.C. Section 1332 and the diversity allegations set forth below. The amount in controversy exceeds $75,000, exclusive of interest and costs. This Court also has jurisdiction over the trademark infringement claims alleged in this action under the Lanham Act claims alleged under 15 U.S.C. § 1121 and under 28 U.S.C. § 1338(a). This Court has jurisdiction over all other claims by virtue of 28 U.S.C. § 1338(b) and this Court's pendent jurisdiction.

2. Venue for this action is proper in this District pursuant to 28 U.S.C. §§1391(b) and (c) because a substantial part of the activities and events alleged herein occurred within this district, and a substantial part of the injury took place and continues to take place, in this District.

NATURE OF THIS ACTION

3. This is an action for breach of a non-disclosure agreement, misappropriation of trade secrets, trademark infringement and related claims by Plaintiff Arminak Solutions, LLC ("Arminak" or "Plaintiff") against Defendants 7-Eleven, Inc. and Pugs Holding, LLC. After Plaintiff spent more than a year and over $2 million developing a new cosmetics brand, "Simply Me Beauty," to be sold in 7-Eleven stores throughout the world, Defendant 7-Eleven, Inc. refused to execute a final distribution agreement with Plaintiff and is now proceeding with producing and distributing the "Simply Me Beauty" products through its own distributor Pugs Holdings, LLC in direct violation of an express Nondisclosure Agreement ("NDA") between the parties. Furthermore, under the terms of the NDA, the "Simply Me Beauty" brand reverts to Plaintiff and 7-Eleven, Inc.'s continued use of the "Simply Me Beauty" mark constitutes a breach of the NDA, as well as trademark infringement. Unless enjoined from doing so, 7-Eleven, Inc. and Pugs Holding, LLC will continue

to use and exploit the "Simply Me Beauty" mark, causing significant damage to Arminak.

PARTIES

4. Plaintiff Arminak Solutions, LLC ("Plaintiff" or "Arminak") is, and at all relevant times was, a California limited liability company with its principal place of business in the County of Los Angeles.

5. Plaintiff is informed and believes and thereon alleges that defendant 7-Eleven, Inc. ("7-Eleven") is a Texas corporation with its principal place of business in Irving, Texas.

6. Plaintiff is informed and believes and thereon alleges that defendant Pugs Holdings, LLC ("Pugs") is a Delaware limited liability company with its principal place of business in Lindon, Utah.

7. Defendants 7-Eleven and Pugs are collectively hereafter referred to as Defendants.

8. The true names and capacities, whether individual, corporate, associate, or otherwise of the defendants sued herein as Does 1 through 30, inclusive, are unknown to Plaintiff, who therefore sues those defendants by such fictitious names pursuant to Local Rule 19-1. Plaintiff is informed and believes and thereon alleges that each of the defendants sued herein under fictitious names is contractually, negligently, intentionally, strictly or vicariously liable and/or otherwise legally responsible for each and every act, omission, obligation, event or happening set forth in this Complaint. Plaintiff will seek leave of court to amend this Complaint to allege the true names of those Doe defendants when the same have been ascertained. The use of the term "Defendants" in any of the allegations set forth in this Complaint, unless specifically otherwise set forth, is intended to include and charge both jointly and severally, not only named defendants, but all defendants designated as Does 1 through 30, inclusive.

9. Plaintiff is informed and believes and thereon alleges, that at all times relevant hereto and in doing the things hereinafter alleged, each of the Defendants was the agent and/or employee of all other Defendants and was acting within the scope of said agency and/or employment, and that each Defendant gave permission and consent and/or approved and ratified each and every act or omission to act of each and every Defendant herein.

GENERAL ALLEGATIONS

10. Plaintiff Arminak is an international manufacturer and supplier of beauty products, including cosmetics.

11. In or about 2015, Arminak and defendant 7-Eleven began discussions regarding the development of a unique private label cosmetic line to be supplied by Arminak and to be distributed and sold through Pugs in 7-Eleven stores worldwide.

12. In furtherance of their anticipated business venture and at the request of 7-Eleven, on or about June 28, 2016, 7-Eleven and Arminak entered into a non-disclosure agreement (the "NDA") governing the exchange of information for the parties' potential business venture (the "Business Opportunity"). A true and correct copy of the NDA requested and provided by 7-Eleven is attached to this Complaint as Exhibit A.

13. The NDA provides and the parties expressly agreed, among other things:

> …Confidential Information" shall mean and include all information, whether written or oral, including but not limited to each party's trademarks, trade dress, trade, secrets or any other intellectual property supplied by either party to the other party relating to the Business Opportunity whether designated as confidential or not… (NDA, ¶ 1);

> The nondisclosing party shall keep, and shall require its employees, agents, representatives and Vendors who are given access to Confidential Information to keep, any such information confidential and shall not disclose such information. Neither party shall reveal Confidential Information to a third party or use it for its own benefit except as expressly permitted in writing by the disclosing party. Disclosure of Confidential Information to the

> employees, agents, representatives or Vendors of the nondisclosing party, shall be on a need-to-know basis only. (NDA, ¶ 2);
>
> Upon either party's decision not to proceed further with regard to use of the Confidential Information, or upon either party's written request, the nondisclosing party shall return to the disclosing party all of the written Confidential Information transmitted under this Agreement and shall not retain any copies thereof unless authorized in writing by the disclosing party to do so. (NDA, ¶ 5);
>
> All ownership rights in the Confidential Information shall remain with the party providing the Confidential Information. No right or license is granted hereby to either party in relation to the Confidential Information and/or any or all data contained therein, derived therefrom or relating thereto. (NDA, ¶ 6).

14. In reliance upon the promises and representation contained in the NDA, Arminak created and developed a new cosmetics brand known as "Simply Me Beauty" for the parties' Business Opportunity. Arminak further supplied numerous samples, artwork, projections, production timelines for the brand, as well as other proprietary and Confidential Information to 7-Eleven and its distributor Pugs in furtherance of the parties' Business Opportunity.

15. Arminak spent a substantial amount of funds and incurred significant costs in creating and developing the "Simply Me Beauty" cosmetic line and in furtherance of the Business Opportunity. Among other things, Arminak paid for the design and development of the products and "Simply Me Beauty" brand and has paid deposits and incurred significant liability for materials, packaging and displays for the product line.

16. In or about December 2016, Arminak and 7-Eleven reached agreement on all material terms of their Business Opportunity and were prepared to execute a final Product Purchase and Distribution Agreement memorializing the parties' agreement, which was confirmed in multiple communications between the parties both orally and in writing.

17. On December 8, 2016, in furtherance of the Business Opportunity and the parties' agreement, 7-Eleven, through its exclusive distributor Pugs placed an initial order with Arminak for over 1.5 million units of products for the "Simply Me Beauty" cosmetic line. A true and correct copy of the Pugs Purchase Order is attached hereto as Exhibit B.

18. On or around February 13, 2017, 7-Eleven informed Arminak that it would not be proceeding with the Product Purchase and Distribution Agreement for the Business Opportunity and/or "Simply Me Beauty" cosmetic line with Arminak.

19. Despite this, however, Plaintiff is informed and believes that 7-Eleven and Pugs are continuing to pursue the "Simply Me Beauty" product line and have contacted Arminak Solutions' vendors and manufacturers to produce the products directly for 7-Eleven, in direct violation and circumvention of the parties' agreements, including the NDA.

20. On or about February 17, 2017, Plaintiff, through its counsel sent a letter to 7-Eleven and Pugs demanding that they cease and desist continuing any production and distribution of the "Simply Me Beauty" products. Although Pugs subsequently responded that Pugs has discontinued any such production and distribution, Plaintiff is informed and believes that Pugs is continuing to do so. 7-Eleven has ignored Plaintiff's demand to cease and desist altogether.

FIRST CLAIM FOR RELIEF

BREACH OF CONTRACT

Against Defendant 7-Eleven and Does 1-10

21. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 19 above as through fully set forth herein.

22. On or about June 28, 2016, 7-Eleven and Arminak expressly and freely entered into NDA relating to parties' discussions and the "Simply Me Beauty" cosmetic line. A true and correct copy of NDA is attached to this Complaint as Exhibit A.

23. Amongst the terms set forth in the NDA include:

> …"Confidential Information" shall mean and include all information, whether written or oral, including but not limited to each party's trademarks, tradedress, trade, secrets or any other intellectual property supplied by either party to the other party relating to the Business Opportunity whether designated as confidential or not…" (NDA, ¶ 1);
>
> The nondisclosing party shall keep, and shall require its employees, agents, representatives and Vendors who are given access to Confidential Information to keep, any such information confidential and shall not disclose such information. Neither party shall reveal Confidential Information to a third party or use it for its own benefit except as expressly permitted in writing by the disclosing party. Disclosure of Confidential Information to the employees, agents, representatives or Vendors of the nondisclosing party, shall be on a need-to-know basis only. (NDA, ¶ 2);
>
> Upon either party's decision not to proceed further with regard to use of the Confidential Information, or upon either party's written request, the nondisclosing party shall return to the disclosing party all of the written Confidential Information transmitted under this Agreement and shall not retain any copies thereof unless authorized in writing by the disclosing party to do so. (NDA, ¶ 5);
>
> All ownership rights in the Confidential Information shall remain with the party providing the Confidential Information. No right or license is granted hereby to either party in relation to the Confidential Information and/or any or all data contained therein, derived therefrom or relating thereto. (NDA, ¶ 6).

24. In reliance of the NDA, Arminak supplied numerous samples, artwork, projections, production timelines and other proprietary and Confidential Information to 7-Eleven and its distributor Pugs in furtherance of the parties' Business Opportunity.

25. Contrary to the expressed terms of the NDA, 7-Eleven has used and is currently using the confidential information provided by Plaintiff and protected by the

language of the NDA for its benefit and without Plaintiff's expressed consent or authorization. 7-Eleven continues such misuse of the confidential information despite being given repeated requests to cease by Plaintiff.

26. As a result of 7-Eleven's breach of the NDA, Plaintiff has been damaged and continues to be damaged in an amount in excess of the jurisdictional minimum of this Court.

SECOND CLAIM FOR RELIEF

BREACH OF CONTRACT

Against Defendant Pugs and Does 11-20

27. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 25 above as though fully set forth herein.

28. As alleged above, on December 8, 2016, Pugs placed an initial order with Arminak for over 1.5 million units of products for the "Simply Me Beauty "cosmetic line, which Purchase Order Arminak agreed and accepted. A true and correct copy of the Pugs Purchase Order is attached hereto as Exhibit B.

29. In reliance upon the Purchase Order, Arminak incurred significant expenses in producing the products pursuant to the Purchase Order.

30. Following 7-Eleven's refusal to proceed with the Product Purchase and Distribution Agreement, Pugs contends that it unilaterally canceled the order. However, as of this date, Pugs has failed to provide any written cancellation of the order or any authority for its unilateral cancellation of the order.

31. Pugs has breached and repudiated the Purchase Order by failing and refusing to pay for the goods ordered.

32. As a direct and proximate result of Pugs' breach, Plaintiff has been damaged in an amount to be determined at trial but in excess of the jurisdictional amount.

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THIRD CLAIM FOR RELIEF

PROMISSORY ESTOPPEL

Against All Defendants

33. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 31 above as though fully set forth herein.

34. In or about December 2016, Arminak and 7-Eleven reached agreement on all material terms of their Business Opportunity and were prepared to execute a final Product Purchase and Distribution Agreement memorializing the parties' agreement.

35. Such an agreement and the related promises were clear and unambiguous in their terms and were confirmed in multiple communications between the parties both orally and in writing.

36. Furthermore, on December 8, 2016, in furtherance of the Business Opportunity and the agreement reached between Arminak and 7-Eleven, on Pugs placed an initial order with Arminak for over 1.5 million units of products for the "Simply Me Beauty" cosmetic line. The terms of such an order were similarly clear and unambiguous.

37. In reliance of such clear and unambiguous promises, Plaintiff incurred substantial costs and personnel hours in working with 7-Eleven to develop the "Simply Me Beauty" cosmetics line and to fill Pugs' December 2016 order.

38. Plaintiff's reliance on Defendants' promises was reasonable and foreseeable in light of the nearly two years of negotiation between the parties relating to the Business Opportunity, the signing of the NDA and Plaintiff's subsequent disclosure of confidential information to Defendants, the oral and written communications between the parties affirming the material terms of their agreement, and Defendants' conduct toward Plaintiff as evidence of an agreement between the parties.

39. On or about February 13, 2016, Defendants refused to acknowledge the

existence of their agreement/promise with Plaintiff or to honor the terms of such an agreement/promise.

40. As a result of Defendants' refusal to honor clear and unambiguous terms relating to the agreements they reached with Plaintiff relating to the "Simply Me Beauty" cosmetic line, Plaintiff has been damaged and continues to be damaged in an amount in excess of the jurisdictional minimum of this Court.

FOURTH CLAIM FOR RELIEF

MISAPPROPRIATION OF TRADE SECRETS

(Violation of 18 U.S.C. Section 1836)

Against All Defendants

41. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 39 above as though fully set forth herein.

42. In or about 2015, Arminak and defendant 7-Eleven began discussions regarding the development of a unique private label cosmetic line to be by supplied Arminak and to be distributed and sold through Pugs in 7-Eleven stores worldwide.

43. On or about June 28, 2016, 7-Eleven and Arminak entered into the NDA.

44. In reliance of NDA, Arminak supplied numerous samples, artwork, projections, production timelines and other proprietary and Confidential Information to 7-Eleven and its distributor, Pugs in furtherance of the parties' Business Opportunity (the "Trade Secrets").

45. The Trade Secrets constitute trade secrets protected by applicable law and the terms of the NDA as they 1) derive independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and 2) were the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

46. Defendants have misappropriated the Trade Secrets, which were provided by Plaintiff and protected by the Defend Trade Secrets Act of 2016

("DTSA"), 18 U.S.C. Section 1836, and language of the NDA, for their benefit and without Plaintiff's express or implied consent or authorization.

47. The Trade Secrets are related to a product to be used in or intended for use in interstate or foreign commerce as the "Simply Me Beauty" line of cosmetics were to be sold in 7-Eleven stores throughout United States and 17 other countries.

48. Defendants further misappropriated the Trade Secrets by improperly disclosing or misusing such trade secrets and while knowing or having reason to know that their knowledge of the trade secrets was acquired under circumstances giving rise to a duty to maintain its secrecy or limit their use per the terms of the NDA.

49. Despite being provided with repeated requests to do so by Plaintiff, Defendants have refused to 1) return and/or destroy any and all documents or information they have of the Trade Secrets and 2) commit to not using the information and knowledge relating to or derived from the Trade Secrets.

50. Plaintiff is informed and thereon believes and alleges Defendant 7-Eleven is currently in the process of registering the trade name of "Simply Me Beauty" with the United States Patent and Trademark Office ("USPTO") without Plaintiff's consent or authorization. Plaintiff has filed a challenge or intends to file a challenge of that registration.

51. As a result of Defendants' misappropriation of the Trade Secrets and violation of the DTSA, Plaintiff has been damaged and continues to be damaged in an amount in excess of the jurisdictional minimum of this Court.

52. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, great and irreparable injury to Plaintiff's reputation and goodwill that cannot fully be compensated for or measured in money. Plaintiff has no adequate remedy at law. Plaintiff is therefore entitled to a preliminary and permanent injunction, under the DTSA, prohibiting any actual and threatened misappropriation of the Trade Secrets by Defendants.

53. The acts of the Defendants were willful, malicious, and oppressive, and

done with an intent to injure Plaintiff and with full knowledge of the adverse effects such acts would have on Plaintiff, or with a conscious disregard of Plaintiff's rights and willful and deliberate disregard for the consequences to Plaintiff, such as to constitute oppression, fraud or malice thus entitling Plaintiff to exemplary damages in an amount appropriate to punish or set an example of the defendants and to deter such conduct in the future and in accordance with the language of the DTSA.

54. Defendants' willful and malicious conduct allows for Plaintiff to recover reasonable attorneys' fees and costs under the DTSA.

FIFTH CLAIM FOR RELIEF

MISAPPROPRIATION OF TRADE SECRETS

(Violation of California Civil Code Sections 3426 *et seq.*)

Against All Defendants

55. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 53 above as though fully set forth herein.

56. In or about 2015, Arminak and defendant 7-Eleven began discussions regarding the development of a unique private label cosmetic line to be by supplied Arminak and to be distributed and sold through Pugs in 7-Eleven stores worldwide.

57. On or about June 28, 2016, 7-Eleven and Arminak entered into the NDA.

58. In reliance of NDA, Arminak supplied the Trade Secrets to 7-Eleven and its distributor, Pugs in furtherance of the parties' Business Opportunity.

59. The Trade Secrets constitute trade secrets protected by applicable law and the terms of the NDA as they 1) derive independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and 2) were the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

60. Defendants have misappropriated the Trade Secrets, which were provided by Plaintiff and protected by the California Uniform Trade Secrets Act ("CUTSA"), California Civil Code Sections 3246 *et seq.*, and language of the NDA,

for their benefit and without Plaintiff's express or implied consent or authorization.

61. Defendants further misappropriated the Trade Secrets by improperly disclosing or misusing such trade secrets and while knowing or having reason to know that their knowledge of the trade secrets was acquired under circumstances giving rise to a duty to maintain its secrecy or limit their use per the terms of the NDA.

62. Despite being provided with repeated requests to do so by Plaintiff, Defendants have refused to 1) return and/or destroy any and all documents or information they have of the Trade Secrets and 2) commit to not using the information and knowledge relating to or derived from the Trade Secrets.

63. Plaintiff is informed and thereon believes and alleges Defendant 7-Eleven is currently in the process of registering the trade name of "Simply Me Beauty" with the USPTO without Plaintiff's consent or authorization. Plaintiff has filed a challenge or intends to file a challenge of that registration.

64. As a result of Defendants' misappropriation of the Trade Secrets and violation of the CUTSA, Plaintiff has been damaged and continues to be damaged in an amount in excess of the jurisdictional minimum of this Court.

65. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, great and irreparable injury to Plaintiff's reputation and goodwill that cannot fully be compensated for or measured in money. Plaintiff has no adequate remedy at law. Plaintiff is therefore entitled to a preliminary and permanent injunction, under the CUTSA, prohibiting any actual and threatened misappropriation of the Trade Secrets by Defendants.

66. The acts of the Defendants were willful, malicious, and oppressive, and done with an intent to injure Plaintiff and with full knowledge of the adverse effects such acts would have on Plaintiff, or with a conscious disregard of Plaintiff's rights and willful and deliberate disregard for the consequences to Plaintiff, such as to constitute oppression, fraud or malice thus entitling Plaintiff to exemplary damages in an amount appropriate to punish or set an example of the defendants and to deter such

conduct in the future and in accordance with the language of the CUTSA.

67. Defendants' willful and malicious conduct allows for Plaintiff to recover reasonable attorneys' fees and costs under the CUTSA.

SIXTH CLAIM FOR RELIEF

TRADEMARK INFRINGEMENT

Against All Defendants

68. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 66 above as though fully set forth herein.

69. Plaintiff has a valid and protectable trademark in the mark "Simply Me Beauty".

70. Despite being provided with repeated requests to stop by Plaintiff, Defendants have refused to cease production, acquisition, distribution, and their intention to sell "Simply Me Beauty" cosmetic products as contemplated in the Business Opportunity.

71. Plaintiff is informed and thereon believes and alleges Defendant 7-Eleven is currently in the process of registering the trade mark of "Simply Me Beauty" with the USPTO without Plaintiff's consent or authorization. Plaintiff has filed a challenge or intends to file a challenge of that registration.

72. The above misconducts are being without plaintiff's consent and constitute infringement of Plaintiff's valid trademark.

73. Defendants' intention to use and attempt to register the "Simply Me Beauty" mark is likely to cause confusion, mistake, or deception in the minds of the public as to the identity and origin of Defendants' products, including Defendants' affiliation with Plaintiff.

74. As a direct and proximate result of Defendants' infringement of Plaintiff's "Simply Me Beauty" trademark, Plaintiff has been damaged and continues to be damaged in an amount in excess of the jurisdictional minimum of this Court. In addition, Plaintiff is entitled to disgorgement of Defendants' revenues and/or profits.

75. Defendants' continued use of Plaintiff's "Simply Me Beauty" mark constitutes intentional, willful, knowing and deliberate infringement of Plaintiff's trademark rights. Plaintiff is therefore entitled to an award of treble damages, as well as reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1117(a).

76. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, great and irreparable injury to Plaintiff's reputation and goodwill that cannot fully be compensated for or measured in money. Plaintiff has no adequate remedy at law. Plaintiff is therefore entitled to a preliminary and permanent injunction prohibiting further infringements of its "Simply Me Beauty" trademark.

SEVENTH CLAIM FOR RELIEF

VIOLATION OF LANHAM ACT §43(a)

Against All Defendants

77. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 75 above as though fully set forth herein.

78. The actions of Defendants as alleged herein constitute false designation of origin, false advertising and unfair competition pursuant to Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

79. The actions of Defendants have and are likely to continue to mislead the public into believing that Defendants are affiliated with Plaintiff.

80. Defendants' wrongful actions have diverted and will continue to divert potential clients of Plaintiff to Defendants.

81. Furthermore, Plaintiff has no control over the nature and quality of the services and materials provided by Defendants. Any failure, neglect, or default by Defendants in providing such services and materials will reflect adversely on Plaintiff.

82. As a direct and proximate result of Defendants' wrongful conduct as alleged herein, Plaintiff has been damaged in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

83. Defendants' continued use of Plaintiff's "Simply Me Beauty" Mark constitutes intentional, willful, knowing and deliberate infringement of Plaintiff's "Simply Me Beauty" Mark. Plaintiff is there entitled to an award of treble damages, as well as reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1117(a).

84. The acts of the Defendants were willful, malicious, and oppressive, and done with an intent to injure Plaintiff and with full knowledge of the adverse effects such acts would have on Plaintiff, or with a conscious disregard of Plaintiff's rights and willful and deliberate disregard for the consequences to Plaintiff, such as to constitute oppression, fraud or malice thus entitling Plaintiff to exemplary or punitive damages in an amount appropriate to punish or set an example of the defendants and to deter such conduct in the future.

85. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, great and irreparable injury to Plaintiff's reputation and goodwill that cannot fully be compensated for or measured in money. Plaintiff has no adequate remedy at law. Plaintiff is therefore entitled to a preliminary and permanent injunction prohibiting further violations of section 43(a) of the Lanham Act by Defendants.

EIGHTH CLAIM FOR RELIEF

UNFAIR COMPETITION

VIOLATION OF CALIFORNIA'S BUS. & PROF. CODE

SECTION 17200 et seq.

Against All Defendants

86. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 Through 84 above as though fully set forth herein.

87. The actions of Defendants as alleged herein constitute unlawful, unfair and fraudulent acts and acts of false advertising amounting to unfair competition in violation of California Business and Professions Code §17200 et seq.

88. As a direct and proximate result of Defendants' wrongful conduct as alleged herein, Plaintiff has been damaged in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court. In addition, Plaintiff is entitled to disgorgement of Defendants' revenues and/or profits.

89. The acts of the Defendants were willful, malicious, and oppressive, and done with an intent to injure plaintiff and with full knowledge of the adverse effects such acts would have on plaintiff, or with a conscious disregard of Plaintiff's rights and willful and deliberate disregard for the consequences to plaintiff, such as to constitute oppression, fraud or malice thus entitling plaintiff to exemplary or punitive damages in an amount appropriate to punish or set an example of the defendants and to deter such conduct in the future.

90. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, great and irreparable injury to Plaintiff's reputation and goodwill that cannot fully be compensated for or measured in money. Plaintiff has no adequate remedy at law. Pursuant to Business & Professions Code § 17203, plaintiff is entitled to a preliminary and permanent injunction prohibiting further unfair competition by Defendants.

PRAYER FOR RELIEF

WHEREFORE Plaintiff Arminak International, Inc. prays for judgment in its favor and against Defendants as follows:

ON THE FIRST, SECOND AND THIRD CLAIM FOR RELIEF

1. For compensatory damages in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

2. For a preliminary and permanent injunctive relief.

ON THE FOURTH CLAIM FOR RELIEF

3. For compensatory damages in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

4. For recovery of damages to compensate Plaintiff for the unjust

enrichment caused by misappropriation that is not taken into account in computing damages for actual loss.

5. Alternatively, if neither damages nor unjust enrichment caused by misappropriation are provable, for an order for payment of a reasonable royalty for no longer than the period of time the use could have been prohibited.

6. For an order preliminarily and permanently enjoining Defendants from violating plaintiff's trademarks.

7. For exemplary damages pursuant to the DTSA.

8. For an award of reasonable attorneys' fees and costs.

ON THE FIFTH CLAIM FOR RELIEF

9. For compensatory damages in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

10. For recovery of damages to compensate Plaintiff for the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss.

11. Alternatively, if neither damages nor unjust enrichment caused by misappropriation are provable, for an order for payment of a reasonable royalty for no longer than the period of time the use could have been prohibited.

12. For an order preliminarily and permanently enjoining Defendants from violating plaintiff's trademarks.

13. For exemplary damages pursuant to the CUTSA.

14. For an award of reasonable attorneys' fees and costs.

ON THE SIXTH CLAIM FOR RELIEF

15. For compensatory damages in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

16. For disgorgement of Defendants' revenues and/or profits.

17. For an award of treble damages.

18. For an order preliminarily and permanently enjoining Defendants from

violating plaintiff's trademarks.

19. For an award of reasonable attorneys' fees and costs.

ON THE SEVENTH CLAIM FOR RELIEF

20. For compensatory damages in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

21. For disgorgement of Defendants' revenues and/or profits.

22. For an award of treble damages.

23. For punitive damages.

24. For an order preliminarily and permanently enjoining Defendants from violating plaintiff's trademarks.

25. For an award of reasonable attorneys' fees and costs.

ON THE EIGHTH CLAIM FOR RELIEF

26. For compensatory damages in an amount not yet ascertained but in excess of the jurisdictional minimum of this Court.

27. For disgorgement of Defendants' revenues and/or profits.

28. For punitive damages.

29. For an order preliminarily and permanently enjoining Defendants from engaging in unfair competition.

ON ALL CLAIMS FOR RELIEF

30. For an award of costs.

31. For such other and further relief as the Court deems just and proper.

DATED: March 7, 2017

ENENSTEIN RIBAKOFF LAVIÑA & PHAM

By: ______________________
TERI T. PHAM
Attorneys for Plaintiff
ARMINAK INTERNTIONAL, INC.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues triable before a jury.

DATED: March 7, 2017

ENENSTEIN RIBAKOFF LAVIÑA & PHAM

By: ____________________
TERI T. PHAM
Attorneys for Plaintiff
ARMINAK INTERNTIONAL, INC.